

# Exhibit A

(A)

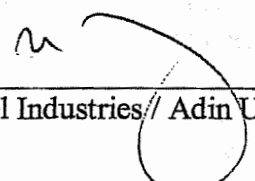
February 25, 2013

Letter of Understanding to continue the activity in USA – until December 31, 2013 or a signed and agreed contract is established.

1. \$150,000 letter of credit to be issued to Adin Dental Implant Systems, LTD
2. Adin Dental Implant Systems, LTD to extend total of \$500,000 of credit to Shetel Industries / Adin USA to occur simultaneously with Number 1 above.
3. Accurate debt balance to be established as soon as possible
  - a. with return of unused, failed, traded goods
  - b. accounting of free goods
4. Pricing to be: [REDACTED] implant + 2 metal components (only 1 to be a permanent abutment not including TMA) with
  - a. [REDACTED]% free goods
  - b. additional [REDACTED]% special market penetration rebateor  
\$[REDACTED]/ implant + 4 metal components + 1 plastic component with [REDACTED]% free goods
5. American distributor can market under it's own name
6. Terms orders going forward:
  - a. Monthly sales will report and pay 30 days (payment for January sales due at the end of February; payment for February sales due at the end of March ....)
  - b. Adin Dental Implant Systems, LTD to maintain \$500,000 open balance against above list \$150,000 LC.
7. Adin Dental Implant Systems, LTD guarantees that as long as Shetel Industries / Adin USA complies with this understanding, they will keep shipping product and fulfill and ship all orders.
8. Adin Dental Implant Systems, LTD guarantees that as long as Shetel Industries / Adin USA complies with this understanding, they will not ship or distribute to any other entity in the USA through December 31, 2013.
9. The terms above shall remain confidential to the parties

  
ADIN DENTAL IMPLANT  
SYSTEMS LTD

Adin Dental Implant Systems, LTD Eyal Millman

  
Shetel Industries/ Adin USA Moti Weitz

Terms for transfer of assets

1. 3 months rental of office located at 657 Central Avenue
2. Assets valued at \$ [REDACTED] to be paid as
  - a. Year 1 - \$ [REDACTED] per month
  - b. Year 2 - \$ [REDACTED] per month
  - c. Year 3 - \$ [REDACTED] per month
  - d. Debt less goods in stock will be deducted from asset value from the beginning.
3. Moti Weitz to receive special pricing
  - a. Implants @ \$ [REDACTED]
  - b. Will speak for Adin (Opinion Leader)
4. Non-compete clause – with good will to continue the operation

ADIN DENTAL IMPLANT  
SYSTEMS LTD

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